

# STEPTOE & JOHNSON

CHARTERED

1250 CONNECTICUT AVENUE

WASHINGTON, D. C. 20036

(202) 862-2000

TELEX 89-2503

WRITER'S DIRECT DIAL NUMBER

(202) 862-2038

RECORDATION NO. 13447-A FILE 1435

AUG 5 - 1983 11 43 AM

## INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed is the original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a First Amendment to a Lease of Railroad Equipment between MLL Equipment Investors-I, lessor, and North American Car Corporation, lessee. It is a secondary document, dated as of December 1, 1982.

The primary document to which this is connected is recorded under Recordation No. 13447.

The names and addresses of the parties to the primary and secondary documents are as follows:

Lessor: MLL Equipment Investors-I  
c/o ML Leasing Partners  
One Liberty Plaza  
165 Broadway  
New York, N.Y. 10080

Lessee: North American Car Corporation  
33 West Monroe Street  
Chicago, Illinois 60603

A description of the equipment covered by these documents follows:

LOUIS JOHNSON (1966)  
HENRY WEAVER  
STEPHEN AILES  
HENRY C. IKENBERRY  
LADLER B. MACKALL  
RICHARD A. WHITING  
ROBERT J. CORBER  
CALVIN H. COBB, JR.  
STANLEY C. MORRIS, JR.  
GEORGE B. MICKUM, III  
MONROE LEIGH  
RICHARD F. TAYLOR  
JOHN E. NOLAN, JR.  
ROBERT D. WALLICK  
THOMPSON POWERS  
WILLIAM V. CONDELL  
RICHARD E. HILL  
TIMOTHY B. ATKESON  
JAMES P. HOLDEN  
HERBERT E. FORREST  
JUDAH BEST  
BETTY JO CHRISTIAN  
ROBERT E. JORDAN, III  
JAMES V. DOLAN  
JAMES H. PIPKIN, JR.  
JAMES H. MCHUGH, JR.  
MATTHEW J. ZINN  
ROBERT E. MC LAUGHLIN  
MARTIN D. SCHNEIDERMAN  
RICHARD O. CUNNINGHAM  
JAMES D. HUTCHINSON  
DAVID L. ROLL  
TYRONE BROWN

GERALD A. FEFFER  
RICHARD H. PORTER  
KENNETH I. JONSON  
DONALD E. COOPER  
JANE MCGREW  
DANIEL V. PLAINE  
SHIRLEY D. PETERSON  
TERENCE P. QUINN  
ROGER E. WARIN  
JOHN R. LABOVITZ  
F. MICHAEL KAIL  
MARK JAY SILVERMAN  
RICHARD DIAMOND  
EDWARD R. LEAHY  
STEVEN H. BROSE  
ROBERT W. FLEISHMAN  
MICHAEL SANDLER  
HOWARD H. STAHL  
W. GEORGE GRANDISON  
EDMUND W. BURKE  
MORGAN D. HODGSON  
ELLEN KIEVE  
LORIN DALELIO  
MARK F. HORNING  
CHRISTOPHER T. LUTZ  
SAMUEL T. PERKINS

OF COUNSEL  
WILLIAM B. MILLER  
CECIL J. OLMSTEAD

August 5, 1983

3-217A023

No. AUG 5 1983  
Date .....  
Fee \$ 10.00 D 5

ICC Washington, D. C.

RECEIVED  
AUG 5 11 35 AM '83  
I.C.C.  
FEE OPERATION BR.

Counterpart -  
Claude E. Harris

Ms. Agatha L. Mergenovich  
August 5, 1983  
Page 2


232-4750 cubic feet covered hopper  
cars, 100 ton trucks (L)) SN 64257-  
64282, 478100-478149, 486711-486716,  
487078, 487209-487275, 487654-487735

A fee of \$10.00 is enclosed. Please return the original  
and any extra copies not needed by the Commission for recordation  
to the person delivering this letter with enclosures.

A short summary of the document to appear in the index  
follows:

First Amendment To Lease of Railroad  
Equipment between MLL Equipment  
Investors-I, lessor, and North American  
Car Corporation, lessee, with Recordation  
No. 13447, dated as of December 1,  
1982, and covering 232-4750 cubic feet  
covered hopper cars.

Very truly yours,

  
Robert J. Corber  
Attorney

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

**Robert J. Corber**  
**Attorney**  
**Steptoe & Johnson**  
**1250 Connecticut Ave. N. W.**  
**Washington, D. C. 20036**

August 5, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/5/83 at 11:45AM, and assigned recordation number(s). 13447-A

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 13447-A  
FILED 145

AUG 5 - 1983 .!! 45 AM

**INTERSTATE COMMERCE COMMISSION**

FIRST AMENDMENT dated as of December 1, 1982 to LEASE OF RAILROAD EQUIPMENT dated as of December 22, 1981, between NORTH AMERICAN CAR CORPORATION (hereinafter called the "Lessee"), and MLL EQUIPMENT INVESTORS - I, a New York limited partnership (hereinafter, together with its successors and assigns, called the "Lessor").

WHEREAS the Lessor and the Lessee have heretofore entered into a Lease of Railroad Equipment dated as of December 22, 1981 (hereinafter called the "Lease") pursuant to which the Lessee is leasing from the Lessor certain units of railroad equipment described in Schedule A thereto (hereinafter called the "Units"); and

WHEREAS pursuant to Section 4 of the Lease the Lessee has agreed not to use, or permit the use of, at any one time, greater than 10% of the Units (based on aggregate purchase price) in jurisdictions where a secured party in the Units has not been effectively protected; and

WHEREAS the Lessor has entered into an Equipment Loan Agreement dated as of November 24, 1982 (hereinafter called the "Loan Agreement") with Citibank, N.A. (hereinafter called the "Secured Party") pursuant to which the Secured Party has made a loan to the Lessor; and

WHEREAS the Lessor has entered into a Master Security Agreement dated as of November 24, 1982 (hereinafter called the "Security Agreement") with the Secured Party pursuant to which the Secured Party has been granted a security interest in the Units; and

WHEREAS in order to protect the Secured Party's security interest in the Units, the Loan Agreement provides that the Lease shall be amended in certain respects; and

WHEREAS the Lessor and the Lessee agree that such an amendment would carry out the intent of such parties as expressed in Section 4 of the Lease,

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, which has been received, the Lessor and the Lessee hereby agree as follows:

1. The second paragraph of Section 4 of the Lease is hereby amended and restated to read as follows:

"The Lessee agrees (a) not to use, or permit the use of, at anyone time, in jurisdictions in which the title of Lessor or, so long as any indebtedness existing under the Security Documents shall remain unpaid, the interest of any Secured Party has not been effectively protected, Units the purchase price of which under the Purchase Agreement is in excess of 10% of the aggregate purchase price under the Purchase Agreement of all the Units then subject to this Lease; (b) not to enter into any sublease of the Units unless such sublease prohibits the shipping of the Units outside the boundaries of the United States and Canada, except with the prior written consent of the Lessee, and not to give any such consent without the prior written consent, in turn, of Lessor and Secured Party; and the Lessee agrees to use its best efforts to enforce the prohibition set forth in clauses (a) and (b) of this paragraph."


2. The Lessee hereby recognizes that the Secured Party has made a loan to the Lessor under the Loan Agreement in reliance upon the amendment to the Lease set forth in the foregoing paragraph, acknowledges that the provisions of the second paragraph of Section 4 of the Lease are made for the benefit of the Secured Party, and agrees that the provisions of clause (b) of the second paragraph of Section 4 of the Lease are enforceable at law or in equity by Citibank, N.A., in its individual capacity as Secured Party, after written notice by Citibank, N.A. to the Lessee that an Event of Default (as defined in the Loan Agreement) has occurred and is continuing for the account of the Lessor.

3. Except as expressly modified by the foregoing, the Lease remains in full force and effect.

4. This First Amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart marked "Original" and delivered to the Lessor shall be deemed to be the original counterpart. Although for convenience this First Amendment is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

NORTH AMERICAN CAR CORPORATION

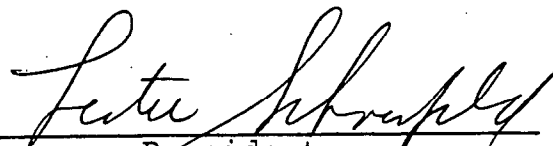
By   
Vice President

[Corporate Seal]

Attest:


  
Secretary

MLL EQUIPMENT INVESTORS - I  
By ML LEASING PARTNERS, INC.,  
General Partner

By   
President

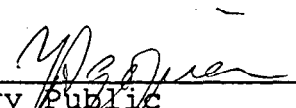
[Corporate Seal]

Attest:

  
Secretary

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 15<sup>th</sup> day of December, 1982 before me personally appeared Lester Schoenfeld, to me personally known, who being by me duly sworn, says that he is the President of ML Leasing Partners, Inc., a Delaware corporation and general partner of MLL Equipment Investors-I, a New York limited partnership; that the seal affixed to the foregoing instrument is the seal of ML Leasing Partners, Inc.; that said instrument was signed and duly authorized on behalf of MLL Equipment Investors-I; and he acknowledged that the execution of the foregoing instrument was the free act and deed of MLL Equipment Investors-I.

  
\_\_\_\_\_  
Notary Public

[Seal]

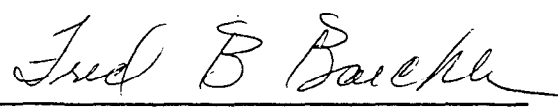
MY COMMISSION EXPIRES:

YOLANDA AGOPIAN  
Notary Public, State of New York  
No. 41-4885317  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1983

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 13<sup>th</sup> day of December, 1982, before me personally appeared R.N. Tidball, to me personally known, who being by me duly sworn, says that he is a Vice President of North American Car Corporation, a Delaware corporation; that the seal affixed to the foregoing instrument is the seal of said entity; that said instrument was signed, sealed and duly authorized on behalf of said entity; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

[Seal]

  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

4-8-86